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July 1, 2014

*Via ECF*

The Honorable Debra Freeman,  
United States Magistrate Judge,  
United States District Court, Southern District of New York,  
Daniel Patrick Moynihan United States Courthouse,  
500 Pearl Street,  
New York, New York 10007-1312.

Re: *Dodona I, LLC v. Goldman, Sachs & Co., et al.,*  
No. 10-CV-7497 (VM) (DCF)

Dear Judge Freeman:

I write on behalf of defendants Goldman, Sachs & Co., The Goldman Sachs Group, Inc., Peter L. Ostrem and Darryl K. Herrick (collectively, "Goldman Sachs") in response to Lead Plaintiff's June 30, 2014 letter to the Court solely to clarify Goldman Sachs' position concerning class notice.

Although Lead Plaintiff correctly states that the parties disagree about the contents of the proposed notice, Lead Plaintiff incorrectly asserts that parties are "in agreement" concerning "all other aspects of the . . . notice program." (Pl. Letter at 2.) As Goldman Sachs explained in its memorandum in opposition to Lead Plaintiff's Motion for an Order Approving Notice to Class Members and Notice Procedures, Lead Plaintiff's "proposed notice program sets no deadline by which the Notice Administrator must mail the class notice to any beneficial owners." (Dtk. No. 157, at 11 n.12.) Goldman Sachs therefore requested "that the Court order that within 5 business days after the Notice Administrator receives notice from a Nominee Purchaser pursuant to Section 11 of the Proposed Notice, the Notice Administrator shall send the class notice by first class mail to the beneficial owners identified in that notice, and certify in writing that it has done so." (*Id.*)

Respectfully submitted,

  
Richard H. Klapper

cc: All counsel of record (via ECF)